

**PROVISION OF MAINTENANCE AND DEVELOPMENT SERVICES
FOR THE WEBSITES OF THE AGENCY FOR THE COOPERATION
OF ENERGY REGULATORS**

MULTIPLE FRAMEWORK CONTRACTS IN CASCADE

TENDER SPECIFICATIONS

OPEN CALL FOR TENDERS

ACER/OP/DO/14/2018

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1. TITLE OF THE INVITATION TO TENDER

Provision of maintenance and development services for the websites of the Agency for the Cooperation of Energy Regulators, invitation to tender no. ACER/OP/DO/14/2018.

This tender is not divided into lots.

2. BACKGROUND INFORMATION

2.1. The Agency

The Agency for the Cooperation of Energy Regulators (the “Agency”) is a European Union body, established in 2009 by Regulation (EC) No 713/2009¹ and operational since 2010. Based in Ljubljana, Slovenia, the Agency is central to the liberalisation of the EU's electricity and natural gas markets.

The Agency works towards a competitive, sustainable, secure and transparent Internal Energy Market for the benefit of all consumers in the European Union (EU). Its overall mission is to assist National Regulatory Authorities (NRAs) to perform their duties at the EU level and to coordinate their actions whenever necessary. The Agency thus cooperates closely with NRAs, but also with EU institutions, European associations of stakeholders and market participants, especially the European Networks of Transmission System Operators (ENTSOs), to deliver a series of instruments for the completion of a single EU energy market.

The main areas on which the Agency's activities focus are:

- supporting the European market integration: this is mainly done through the development of common network and market rules, as well as through the coordination of regional initiatives which are concrete efforts from market participants to work towards greater integration;
- advising the EU institutions on trans-European Energy infrastructure issues: the Agency issues opinions on ten-year network development plans with a view to making sure that these are in line with the priorities set at EU level. Additional tasks in this area have been assigned to the Agency by the Regulation (EU) No 347/2013² on guidelines for trans-European energy infrastructure;
- energy market monitoring: the Agency has a general mission in terms of market monitoring at the EU level and has, since the end of 2011, a very specific responsibility when it comes to monitoring wholesale energy trading under Regulation (EU) No 1227/2011³ of the European Parliament and the Council on wholesale energy market integrity and transparency ('REMIT').

More information on the Agency can be found on the website <https://www.acer.europa.eu/>.

¹ Regulation (EC) No 713/2009 of the European Parliament and of the Council of 13 July 2009 establishing an Agency for the Cooperation of Energy Regulators, OJ L 211, 14.8.2009, p. 1

² Regulation (EC) No 347/2013 of the European Parliament and of the Council of 17 April 2013 on guidelines for trans-European energy infrastructure and repealing Decision No 1364/2006/EC and amending Regulations (EC) No 713/2009, (EC) No 714/2009 and (EC) No 715/2009, OJ L 115, 25.04.2013, p.39.

³ Regulation (EU) No 1227/2011 of the European Parliament and the Council on wholesale energy market integrity and transparency, OJ L 326, 08.12.2011, p.1

2.2. The Agency's external websites

The Agency's internal and external websites mainly cover European and international issues in the fields of: energy, electricity, gas, regulation, energy market, fair competition and transparency.

The Agency's IT systems are based on the following existing standard infrastructure:

- Clients: based on Windows 10 Enterprise Edition (in roll-out phase, to be completed in Q1 of 2019), with Office 2016 Standard Edition;
- Networking: based on LAN and WAN technologies (TCP/IP based), CISCO routers, switches and VPN;
- Servers: based on Windows 2016, Active Directory Domain on Lenovo hardware;
- The Content Management System (CMS) of the Agency is based on Microsoft SharePoint 2016;
- The Agency's staff already have skills in the area of CMS, in particular in the use of Microsoft SharePoint 2016, which is already installed in the Agency's existing infrastructure.

2.3. The main target audience

The main target audiences for the external website are:

- EU institutions.
- Other policy makers (e.g. national administrations).
- NRAs, from technical, legal and management staff.
- European Network of Transmission System Operators (ENTSOs).
- Energy industry (large companies, SMEs, etc.).
- Energy consumers/prosumers.
- Academic institutions.
- The Agency's staff.
- The general public.
- Media as a channel to reach the above-mentioned audiences.

2.4. Architecture and historical overview

The Agency's websites are a vital part of the Agency, since they facilitate a smooth and transparent cooperation among European Energy NRAs. At the same time web platforms are the preferred options for external communication, given the number and geographical dispersion of stakeholders.

In 2011 the Agency took the strategic decision to base all CMSs and Collaboration Platforms on Microsoft SharePoint 2010.

After the entry into force of REMIT, the Agency introduced in the portfolio of available tools an equivalent product called Liferay, introducing the possibility to use and develop the websites through Java 2 Enterprise Edition (J2EE) framework.

The vast majority of the existing Agency's web applications are developed on SharePoint 2016, using simple features such as web pages and also using more complex tools such as workflows, Infopath web forms, lists, document libraries, as well as other built-in functionalities. Java is mostly used to implement complex business logic embedded in advanced user interfaces, and/or to integrate functionalities which are freely available as open source in the Java framework, in the SharePoint platform.

In relation to SharePoint 2010, the Agency had specific needs which requested heavily to customise the existing out-of-the-shelf products, in particular by adding enhanced and automatic functionalities not included in the initial product.

The Agency decided to use the .NET framework and to use all available components of the framework as the status in 2011 (see <http://www.microsoft.com/net> in particular .NET framework version 3, 3.5, and 4).

In addition, the Agency follows other technological trends, and has introduced the use of enhanced graphical components through the adoption of technological solutions such as the use of AJAX, JSON and JQuery in the graphical interface, in order to improve the usability of the interface and to provide a better user experience.

The Agency's CMS is integrated to the rest of the infrastructure through other internal standard systems, mainly the authentication/authorisation repository (based on Active Directory).

Adoption of other components, such as Microsoft Threat Management Gateway (also known as TMG 2010), was necessary in the past, in order to ensure an appropriate security level and compatibility with all the stakeholders using the form-based authentication system, but is no longer used.

Due to its availability and existing capabilities, the Agency decided to use Visual Studio 2010 Enterprise Edition for the development of its websites on SharePoint 2010, using ASP, ASP.Net, and C# as the main development languages for the implementation of the requested development.

In 2016/2017 the Agency:

- performed a major upgrade of the websites with the goal to enable the use of more recent operating systems and back-end software.
- moved to Microsoft SharePoint 2016 and Microsoft Windows 2016.
- decided not to use some components, such as TMG.

The Agency switched the architecture to a 'MinRole' topology⁴, which optimised the use of current IT resources.

In addition, the Agency integrated the Microsoft Office Web Apps Server⁵ to the existing platform, in order to allow its community to read documents, without the need to have a Microsoft Office Client installed on a specific device, and especially to benefit from features such as 'co-operative editing' and 'on-line editing' of documents.

As a consequence, all development platforms evolved, so currently the Agency uses the latest available technologies for SharePoint 2016 and Windows Platforms (e.g. Visual Studio 2016 and SharePoint Designer 2013).

The websites were also provided with an E-Mail marketing platform based on PHP List⁶.

The platform provides open functionalities allowing its integration with the Agency web sites based on the Microsoft SharePoint platforms.

⁴<https://docs.microsoft.com/en-us/sharepoint/install/overview-of-minrole-server-roles-in-sharepoint-server-2016>

⁵ <https://technet.microsoft.com/en-us/library/jj219437.aspx>

⁶https://www.phplist.com/poweredby?utm_source=pl3.3.1&utm_medium=poweredhostedimg&utm_campaign=phpList

The websites will contain 20,000 documents by the end of 2018. The documents are archived in many formats (mainly Microsoft Word, Microsoft Excel, Microsoft PowerPoint, PDF and ZIP) and in multiple ordered interlinked libraries, enabling a community of more than 2,000 users to cooperate among themselves.

The system ensures smooth cooperation among twenty eight (28) NRAs and the Agency, with an average of 300 virtual meetings per year. It also allows non- EU NRAs (i.e. Montenegro and Norway) wishing to participate in the work of the Agency, by virtue of specific Memorandums of Understandings (MoUs), to cooperate with the EU NRAs.

The system has the potential to connect to external data sources, in particular Oracle databases, SQL server databases and JSON compliant data sources.

3. OBJECTIVE OF THE CONTRACT

The Agency intends to conclude a multiple Framework Contracts in cascade (hereinafter referred as the 'FWC') with a maximum of three (3) selected Contractors (hereinafter referred to as 'the Contractor') for the provision of maintenance and development services for the websites as a vital electronic tool in order to implement its tasks and to enhance its overall external communication and cooperation with stakeholders at all levels.

4. SUBJECT OF THE CONTRACT

The subject of the FWC is the provision of maintenance and development services for the websites of the Agency which shall include graphical and functional design of the websites, their development, maintenance (i.e. corrective, preventive, evolutive) and general administrative tasks for websites aiming to create, manage and further improve the existing Agency's external and internal websites.

4.1. Description of the services

The Contractor shall provide maintenance and development services for the websites of the Agency, more specifically graphical and functional corrective, preventive and evolutive maintenance of the Agency's websites.

The scope of any specific contract(s) may include one or more of the following tasks:

- Handover from/to the previous/new Contractor;
- Website graphic design;
- Development of web solutions;
- Corrective, preventive and evolutive maintenance of existing applications and systems;
- System administration.

The Agency will provide the content for the websites as well as for new features/sites to be implemented (i.e. icons, layouts, any graphical component, exact wording to place on buttons and menu, etc.).

The tasks mentioned above are described in detail below.

4.1.1. Handover from/to the previous/new Contractor

The activities concerning the handover from/to the previous/new Contractor will be detailed in a request for service and shall include information on the platforms on which the activities will need to be performed. The Contractor shall provide handover services as listed below:

The handover to a new Contractor:

- Provision of the last available version of the source code and compiled code, and provision of all the existing documentation (especially installation, migration, development guides or any additional information not included in the existing documentation but vital to ensure a smooth transition);
- Provision of working copies of the existing development and test environments used by the Contractor for the purpose of providing support to the Agency;
- Support in the installation of the copies as from the previous point (in the form of exchange of e-mails, development of specific technical manuals, remote support or phone calls to provide any further instructions).
- Issue resolution for a limited period of time in the development and deployment phase of all issues appearing on the Agency's websites in the interim period which shall be three (3) months.
- Provision of architectural information on the installation of the platforms.

The handover from the previous Contractor:

- Acquisition of the current source code and compiled code;
- Familiarisation with the Agency environment, under the supervision of the Agency's staff and of the previous Contractor (including installation of VPN clients and connecting the test systems to the stage systems of the Agency);
- Installation of the copies of the existing development and test environments at the Contractor's premises, with the aim to set, eventually, a local development environment.
- Implementation of the architectural set-up at the Contractor's premises in order to support the Agency platforms in a secure test environment.
- Reading of all documentation and familiarisation with the new environment and the most common issues.

IMPORTANT: The Agency reserves the right to invoke the warranty for any issue resolution up to twelve (12) months after the end of the FWC and/or specific contract(s).

4.1.2. Website graphic design

The activities carried out by the Contractor shall include:

- website graphic design,
- deployment of full or partial websites layouts (this shall relate to new functional and graphical components only),
- deployment in production environment within the Agency's websites.

The Contractor shall present to the Agency three (3) options for the website graphic design. The website graphic design shall be revised and approved by the Agency's staff.

The Contractor shall be responsible to build upon the existing graphical design, assimilate the corporate identity of the Agency, and, with the inputs of the Agency, deliver consistent web design projects.

As regards the deployment of the websites layouts, the Agency shall provide to the Contractor images and all needed licenses (i.e. covering the platform, the operating systems, the data

bases, the application servers, where applicable) or any audio visual content, should this be needed for the new web layout.

Nevertheless, it is the Contractor's responsibility clearly to state which components (i.e. images and audio-visual content) are needed and which do not need to be provided by the Agency.

4.1.3. Development of web solutions

Development activities carried out by the Contractor shall include deployment of software solutions which aim at improving ergonomic appearance and at enriching usability of the Agency websites.

The software provided must take into consideration the specific needs of the audience groups to which the user belongs, in order to serve/intercept specific information or/and specific interactive forms which are needed by the Agency's automated working activities.

Functionalities can take the form of any software developed product whose purpose is to make the website more functional in the scope of the existing Agency infrastructure as described in Section 2.4.

Developed solutions can be deployed on one or more of the Agency's websites.

Developed solutions shall follow and comply to the extent possible with the 'OWASP Secure Coding Practices'⁷.

The Agency shall provide all details related to the design of all components.

The provided web solutions shall be fully incorporated in the existing or in a newly developed website graphic design, in order to ensure coherence.

When providing development services, the Contractor shall be responsible for taking over the existing system, assimilating the existing functionalities, ensuring that the provided services will not jeopardise security, and, together with the inputs provided by the Agency, delivering consistent development projects.

All provided web solution developments must be adequately tested by the Contractor, and by the Agency, and must provide error-free functionalities, together with acceptable performances.

All developed applications when deployed shall be accompanied by a detailed documentation (e.g. technical documentation, user manuals) and the source codes.

4.1.4. Maintenance of existing applications and systems

The Contractor shall provide:

- i) maintenance of all existing functionalities in the Agency's websites and/or
- ii) replacement with an alternative but equivalent functionality (both from a graphical and functional perspective) should the functionalities no longer be functioning.
- iii) upon a written request by the Agency, replacement with an alternative, but equivalent functionality (both from a graphical and functional perspective). The replacement shall be implemented within two (2) weeks from the day the request will be issued.

⁷ https://www.owasp.org/images/0/08/OWASP_SCP_Quick_Reference_Guide_v2.pdf

- iv) help desk support (i.e. a Single Point of Contact – SPOC) which will be able to offer assistance to the Agency in the event of an unexpected occurrence and therefore allow for an appropriate and timely reaction by the Contractor. In the scope of these activities, the Contractor shall provide support on all artefacts which are available for use in the Agency architecture as described in Section 2.4.

The minimum requirements for the technical maintenance reaction time, which can be requested via e-mail and/or by phone, are as follows:

- Eight (8) hours for a low level request (a request involving a maximum of one (1) hour of work for a programmer or a system administrator).
- Forty-eight (48) hours for a request of medium complexity (a request that requires a minimum of one (1) hour to a maximum of one (1) working day for a programmer or a system administrator).
- Five (5) working days for complex requests (a request which requires at least one (1) working day for a programmer or a system administrator).

4.1.5. System administration

The Contractor shall provide typical system administration services as listed below:

- Planning and installation of new infrastructure and systems/subsystems in relation to the Agency's websites in order to ensure performances and availability of the services to the external target audience on the Internet.
- Monitoring of all infrastructures related to the Agency's websites in terms of performances and availability of the services to the external stakeholders of the Agency.
- Issuing resolution when occurring on the Agency's websites.
- Migration to the newer major release or (when not available) to the next available version of the infrastructure software and of the systems related to the Agency's websites in order to keep all infrastructures compliant with internal standards and to prevent obsolescence of products reaching the end-of-life phase.
- Patching of the software infrastructure related to the Agency's websites in order to keep it compliant with existing product lifecycle maintenance schemas imposed by the solution providers.
- Basic configuration of Microsoft SharePoint 2010, 2013 and Liferay Enterprise Portal on Agency's specifications and standards.
- Basic configuration of Microsoft SQL server and/or Oracle database on Agency's specifications and standards.
- Basic configuration of other proxy systems on the Agency's specifications and standards.

5. REPORTING

Except where the specific contracts provide for otherwise, the Contractor must report in English on the services rendered in performance of each specific contract.

The specific contracts under the FWC will lay down the number and type of reports to be produced.

The Contractor can usually expect the following to be delivered:

- a) an inception report;
- b) a progress report to be produced and submitted at least every one (1) month (different timing or type of report might be agreed in the specific contracts);
- c) a draft final report one (1) month before the contractual end of the tasks (different timing or type of report might be agreed in the specific contracts);

d) a final report in accordance with the format established by the Agency.

The approval procedure for each of the reports mentioned above shall be defined in each specific contract.

All the reports shall be delivered by electronic mail (in MS Word format or Excel format in case of a significant number of numerical data and graphic presentations) and in paper copy. The number of paper copies of the final report to be delivered shall be defined in each specific contract. Each specific contract may establish other reports to be delivered. The reports shall be addressed to the Agency. They shall be drafted in a proper literate manner and must be fully comprehensible in terms of grammatical structure (complete sentences, punctuation, explanation of abbreviations, etc.), using simple and non-technical language also for a non-specialised audience. Technical explanations shall be presented in annexes.

The Agency may make the reports public and may reproduce or use all documentation and reports in full or in part at its discretion and with no additional fee being due to the Contractor.

6. PARTICIPATION IN THE CALL FOR TENDER

Participation in the Agency's procurement procedure is open on equal terms to all natural and legal persons or groupings of such persons (consortia) falling within the scope of the Treaties. It includes all economic operators registered in the EU and all EU citizens.

Pursuant to Article 176 of the Financial Regulation⁸, participation in procurement procedures shall be open on equal terms to all natural and legal persons within the scope of the Treaties and to all natural and legal persons established in a third country which has a special agreement with the Union in the field of procurement under the conditions laid down in such an agreement. It shall also be open to international organisations.

The Agency can therefore accept offers from and sign contracts with tenderers from 35 countries, namely: the 28 EU Member States, 3 European Economic Area (EEA) Countries (Lichtenstein, Norway, Iceland) and 5 Stabilisation and Associations Agreements (SAA) Countries (the Former Yugoslav Republic of Macedonia, Albania, Montenegro, Serbia and Bosnia and Herzegovina). The Agency's procurement procedures are not open to tenderers from countries covered by the Agreement on Government Procurement (GPA).

7. VARIANTS

No variants are permitted.

8. DURATION AND SIZE OF THE CONTRACT

The FWC shall have an initial duration of two (2) years as from date of signature and may be renewed up to two (2) times, each time for an additional period of one (1) year. The total duration of the FWC shall not exceed four (4) years. The Agency reserves the right to cancel the FWC with any Contractor whose services are deemed to be of a quality below the required standards and procedures.

The total maximum value of the services for the total duration of the FWC (up to four (4) years) is 400,000.00 EUR, excluding VAT.

⁸ <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=OJ:L:2018:193:FULL>

The estimated date for signature of the FWC is March 2019.

9. DOCUMENTS AVAILABLE TO THE TENDERER

- Contract notice published in the Official Journal of the European Union, series S.
- Call for tender documents and annexes.
- Other documents, as mentioned in these tender specifications.

10. CONTRACTUAL FRAMEWORK

The services described above will be subject to **a multiple FWC in cascade**.

The FWC will lay down the legal, financial, administrative and technical conditions applicable throughout its period of validity, including price indexation.

Any limitation, amendment or denial of any of the terms and conditions set in the draft FWC (Annex III to the invitation to tender) shall lead to automatic exclusion from the procurement procedure.

The draft FWC is attached as Annex III to the invitation to tender. Signature of the FWC does not commit the Agency to placing orders and does not give the Contractor any exclusive rights regarding the services covered by the FWC. Orders shall be placed through requests for services (see Section 10.1 below), resulting in specific contract(s). In any case, the Agency reserves the right, at any time during the validity of the FWC, to cease placing orders, without the Contractor having the right to any compensation.

10.1. Modus Operandi

Ordering is the process through which the Agency acquires products and/or services. It starts with the request for services and ends with the signature of a specific contract. Specific contracts shall be used to order services under the FWC.

The FWC will be awarded to a maximum of (3) three tenderers provided that a sufficient number of tenders satisfy the exclusion and selection criteria and enough tenders satisfy the award criteria.

Within one (1) working day of a request for services being sent by the Agency to the first-ranked Contractor, the Agency shall receive a notification from the Contractor confirming that the request has been received and is readable.

Within two (2) working days of a request for services being sent by the Agency to the first-ranked Contractor, the Agency shall receive a reply from the Contractor informing the Agency whether he intends to submit the offer. Should the Contractor be unavailable, he shall give reasons for refusal within the same period and the Agency shall be entitled to send a request for services to the next Contractor on the list.

Within ten (10) working days from a request for services being sent by the Agency to the first-ranked Contractor, and if the latter has confirmed its intention to submit an offer, the Agency shall receive an offer which shall include all the details as specified in the request for services, including the estimate of the resources to be allocated for its execution and the financial offer.

Within five (5) working days of receiving the offer the Agency shall evaluate the compliance of the submitted offer and inform the Contractor whether the offer: (a) is accepted, (b) needs to be revised or (c) is rejected, providing details for options (b) and (c).

In case the offer needs to be revised, the Contractor shall have five (5) working days to revise the offer according to the Agency's guidelines and re-submit it to the Agency. The Agency shall inform the Contractor within five (5) working days after receiving the revised offer whether the offer is accepted or rejected, providing reasons for the decision.

For each specific request, the Contractor will calculate its price on the basis of the prices quoted in the financial offer, Annex II to this invitation to tender (which forms an integral part of the FWC).

The price(s) for the services shall, with no exception, be equal or lower to the price(s) in Annex II – Financial offer. The Contractor may apply discount(s) which shall be clearly indicated.

Should the Contractor require additional information (technical, environmental, etc.) to be able to prepare the offer, it shall send an information request to the Agency. The deadline for the submission of the proposal will be suspended until the Agency provides a reply.

In the event of failure to observe any of the above mentioned deadlines or in the event of the Agency's rejection of the offer, the Contractor shall be considered unavailable and the Agency shall be entitled to send a request to the next Contractor in the cascade.

If the Agency sends a request to the second-ranked or third-ranked Contractor in the list, the same procedure as described in the preceding sub-paragraphs shall apply, *mutatis mutandi*.

Once the offer is accepted by the Agency, the Agency shall forward the specific contract to the Contractor for signature.

Performance of the tasks starts from the date on which the Contract is signed by the last party.

10.2. Changes in the team

For the specific contracts, changes or additions to the team initially proposed must be notified to the Agency in writing and must be approved by the Agency in writing.

The Contractor is obliged to provide the team with an equivalent level of qualification and experience to those defined in these tender specifications.

The Agency will have the right to object to changes of members of the team from those initially proposed. In case the initial team is no longer available, the Agency reserves the right to cancel a specific contract.

10.3. Subcontracting

Special attention will be paid to the approach proposed by the Contractor for managing his/her subcontractors. Tenderers will be required to indicate the kind of work which they plan to subcontract and the name of any companies to which they are intending to subcontract part of the work.

In case subcontracting is used the Contractor retains full liability towards the Agency for the implementation of the FWC.

Any change in subcontracting during the procurement procedure is not permissible and may lead to the rejection of the tender.

After the signature of the FWC subcontracting is permitted only with the prior written consent of the Agency and may lead to the termination of the FWC.

10.4. Joint tender

A joint tender is a situation where a tender is submitted by a group of economic operators (natural or legal persons). The FWC may be signed by one of them which has been duly authorised by the others (in this case a power of attorney (see Annex I.F to these tender specifications) shall be attached to the FWC. Each legal entity of the group shall assume joint and several liability towards the Agency for the fulfilment of the terms and conditions of the FWC.

Any change in the composition of the group during the procurement procedure may lead to the rejection of the tender. Any change in the composition of the group after the signature of the FWC may lead to the termination of the FWC.

The group shall nominate one legal entity ('the leader') who will have full authority to bind the group and each of its members, and will be responsible for the administrative management of the FWC (invoicing, receiving payments, etc.) on behalf of all other entities.

11. CONTRACTORS' OBLIGATIONS

11.1. Employment law applicable to transfers of undertakings

The tenderers must comply with applicable environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU of the European Parliament and Council of 26 February 2014 on public procurement and repealing Directive 2014/18/EC⁹.

Further, the tenderers are reminded that their offer must be established in conformity with the applicable national and European employment legislation regarding the transfer of undertakings, and specifically Directive 2001/23/EC¹⁰ and its national implementing measures. In particular, tenderers should take note of the provisions on safeguarding employees' rights in the event of a change of employer as a result of a legal transfer.

11.2. Copyright and other intellectual property rights

Copyright and other intellectual or industrial property rights and any other right of ownership will vest in the Agency, except where one or more of these rights already exists.

The Contractor must specify any parts of the services performed that are covered by copyright or any other rights of ownership. The Contractor must confirm that he has obtained the authorisation of the holder of these rights to use these parts. Any costs arising from obtaining this authorisation will be borne by the Contractor and clearly identified on the relevant invoice.

⁹ Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65).

¹⁰ Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or part of undertakings or businesses, OJ L 82 of 22.03.2001, p. 16.

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the FWC, shall be owned solely by the Agency, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the FWC being entered into force.

Should the title of the copyright or intellectual property rights belong to a third party, the Contractor shall guarantee that it has requested and obtained those third parties' written authorisation to grant a license or assign to the Agency their copyright or intellectual property rights to the extent necessary for performing the services subject of this invitation to tender, and to the extent where the results/works obtained under the FWC are to be re-used in the context of another Agency's project/programme with another Contractor(s) working under a FWC(s) and/or specific contract(s).

This applies to all products, documentation, distribution media and methods.

If subcontractors are used, the main Contractor will be required to obtain a guarantee from them on this point.

11.3. Confidentiality – personal data

When processing personal data in provisioning services under the FWC the Contractor shall be obliged to respect Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data¹¹.

However, it should be emphasised that in January 2017, the European Commission has published a proposal for a new Regulation¹² governing the processing of personal data by the EU institutions, bodies and agencies, based on the data protection reform package for the Member States adopted in spring 2016¹³. This proposal is currently advancing through the legislative process¹⁴. It shall become applicable to the Agency in December 2018.

Since the new Regulation will become applicable during the implementation of the services under the FWC, the Contractor shall be required to adhere to its provisions with regards to personal data processing.

12. PLACE OF PERFORMANCE OF THE SERVICES AND WORKING HOURS

12.1. Place of work

The principal place of performance of the FWC shall be at the Contractor's premises (*working off-site*).

The Agency may allow the use of Virtual Private Network (VPN) to the Contractor for connecting with the Agency.

¹¹ OJ L 8/1, 12.1.2001.

¹² COM (2017)8 final.

¹³ Regulation (EU) 2016/679 (OJ L 119/1, 04/05/2016) and Directive (EU) 2016/679 (OJ L 119/89, 04/05/2016).

¹⁴ The European Parliament's plenary vote on its first reading position is scheduled for October 2017; the Council adopted its general approach in June 2017.

The principal place of performance of specific contract(s) shall depend on the nature of each specific contract and shall be indicated in the relevant request for services (the place may either be at the Agency's premises in Ljubljana, Slovenia or at the Contractor's premises).

In cases, where the performance of a specific contract shall take place outside the city where the Contractor's premises are located (e.g. at the Agency's premises), this shall be considered as *working on-site*.

Working on-site includes also participation in meetings, presentations, awareness raising campaign(s) etc. organised at the Agency's premises in Ljubljana, Slovenia.

It is considered *working off-site* when the principal place of performance of a specific contract shall take place at the Contractor's premises.

12.2. Meetings

Meetings between the Agency's staff and the Contractor shall take place at the Agency's premises in Ljubljana, Slovenia, and only exceptionally and with the agreement of the Agency, at the Contractor's premises.

If deemed appropriate and at the sole discretion of the Agency, meetings between the Agency and the Contractor may be organised using video conference systems, telephone conferences and/or any other communication means.

Meetings between the Agency and third parties (NRAs, EU institutions and other stakeholders), to which the Contractor may be invited, will be mainly organised in Ljubljana, Slovenia but may take place also in other EU Member States.

All meetings will be notified to the Contractor, by e-mail, in reasonable time and in any case at least five (5) calendar days prior to the meeting, or at least two (2) calendar days prior to the meeting if video/telephone conferencing systems are used. The Contractor shall confirm by e-mail the attendance to the meeting.

The Contractor shall prepare minutes of these meetings, indicating the participants, agenda, and main issues of discussion and conclusions/action points.

Any expenses incurred by the Contractor as a result of these meetings (i.e. travel costs, subsistence allowance or any other related costs) shall not be reimbursed separately by the Agency. Quoted prices should be all inclusive.

12.3. Working time of the Agency

The normal working hours of the Agency is between 8:00 hours and 18:00 hours with core hours from 9:30 hours to 12:00 hours and from 14:00 hours to 16:00 hours.

The Agency's public holidays are published on the Agency's website and are updated yearly.

The information for the public holidays of the Agency is published at:
http://www.acer.europa.eu/Official_documents/Director/Pages/Decisions.aspx

13. LANGUAGE

The working language of the Agency is English. All communication, all the required services and all documentation must be provided in English. All meetings shall be held in English.

All documentation (e.g. reports, presentation, etc.) must be provided in English in the highest drafting quality.

14. PAYMENT METHODS

Payments will be made exclusive of VAT, as the Agency is exempt from all duties and taxes, including value added tax (VAT) under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union. Invoice(s) presented by the Contractor must specify the amount(s) exclusive of VAT.

14.1. Terms of payment

Payments shall be made in accordance with the provisions laid down in the draft FWC (Annex III to the Invitation to Tender) and in line with the payment schedule described in the relevant specific contract.

- For specific contracts with the total value of **less than EUR 25,000**:
Payments shall be made after full delivery and approval of the report(s) by the Agency within sixty (60) days from the receipt of the report(s) and the relevant invoice.
- For specific contracts with the total value of **EUR 25,000 or higher**:
The Contractor may claim interim payment as stipulated in the draft FWC (Annex III to the Invitation to Tender). The balance will be paid after full delivery and approval of the final report by the Agency within sixty (60) days from the receipt of the final report and the relevant invoice.

15. PRICES

- The price should be quoted in Euro.
- Under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union the Agency is exempt from all duties and taxes, including value added tax (VAT). VAT should be indicated separately and will not be taken into account when considering prices.
- The prices quoted must be firm and not subject to revision for the first year of the FWC.

From the beginning of the second year prices may be revised upwards or downwards according to the harmonised indices of consumer prices (HICP) – MUICP (Monetary Union Index of Consumer Prices) for Slovenia and the method laid down in the FWC.

- The prices quoted shall be all inclusive and shall include all charges and all administrative costs (such as but not limited to backstopping costs, insurance, reports, communication costs, any travel and/or subsistence expenses, etc.).
- No expenses incurred in relation to the preparation of the offer will be reimbursed.

16. SUBMISSION OF TENDERS

The tenderer's offer should include:

- A. A dated cover letter signed by the tenderer.**
- B. A duly completed reference table** related to the exclusion and selection criteria (form provided in Annex I.A to these tender specifications).
- C. A duly filled in, signed and dated declaration on honour on exclusion criteria** listed in Section 17 of these tender specifications (form provided in Annex I.C to these tender specifications).
- D. All the documents relating to the selection criteria** listed in Section 18 of these tender specifications.
- E. The technical tender**, as described in Section 19 of these tender specifications.
- F. The financial offer** based on the model in Annex II to the invitation to tender, signed and dated by the tenderer.

Tenders may be drafted in any of the official languages of the European Union.

The working language of the Agency is English.

In case the offer involves subcontracting or the tender is submitted by a consortium or grouping of service providers, the tender must contain additional information as specified in Sections 18 and 19 of these tender specifications.

17. EXCLUSION CRITERIA

Tenderers must prove that they are not in one of the situations giving rise to exclusion as in Annex I.C (situation of exclusion concerning the legal person, situations of exclusion concerning natural persons with power of representation, decision-making or control over the legal person and situations of exclusion concerning natural or legal persons assuming unlimited liability for the debts of the legal person).

17.1. Exclusion from participation

The tenderer must prove that he/she is not in one of the situations giving ground to rejection from this procedure as listed in Annex I.C – Declaration on honour on exclusion criteria.

17.2. Exclusion from award of contracts

The FWC shall not be awarded to tenderers who, during the procurement procedure for this FWC:

- (a) has misrepresented the information required as a condition for participating in the procedure or has failed to supply that information;
- (b) was previously involved in the preparation of procurement documents where this entails a distortion of competition that cannot be remedied otherwise.

Evidence

1. Tenderers shall provide a declaration on their honour, **duly signed and dated**, stating that they are not in one of the situations referred to in points 17.1 and 17.2 of the present tender specifications using the form provided in Annex I.C – Declaration on honour on exclusion criteria – to these tender specifications.
2. The tenderer to whom the FWC is to be awarded shall provide, within a time-limit specified by the Contracting Authority and prior to the signature of the FWC, the following evidence in support of their declarations:

The contracting authority shall accept as satisfactory evidence that the tenderer to whom the contract is to be awarded is not in one of the situations described in (a), (c), (d) or (f) of Annex I.C – Declaration on honour on exclusion criteria, a **recent extract from the judicial record** or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment showing that those requirements are satisfied. The contracting authority shall accept, as satisfactory evidence that the tenderer is not in the situation described in point (a) or (d) of Annex I.C – Declaration on honour on exclusion criteria a **recent certificate issued by the competent authority of the State concerned**.

The extract from the judicial record and administrative certificates can be regarded as recent if they are not more than one (1) year old starting from their issuing date and are still valid at the date of their request by the contracting authority.

Where the document or certificate referred to in the paragraph above is not issued in the country concerned the tenderer, may provide a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The tenderer is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

3. Depending on the national legislation of the country in which the tenderer is established, the documents referred to in the paragraph above shall relate to legal persons and/or natural persons including, where considered necessary by the contracting authority, company directors or any person with powers of representation, decision-making or control in relation to the tenderer.

The Agency reserves the right to check the information provided by tenderers.

17.3. Tenders submitted by consortia or groups of service providers – tenders involving subcontracting

In the case of tenders submitted by consortia or groups of service providers, each of the economic operators involved in the tender must provide a dated and signed declaration on honour, based on the form provided in Annex I.C – Declaration on honour on exclusion criteria – to these tender specifications, confirming that none of the exclusion criteria for participation in or award of the FWC apply to them.

The tenderers proposed for award of the FWC must furnish, within the time-limit specified by the Agency and prior to the signature of the FWC, the evidence listed above, corroborating the declaration on their honour, in respect of each economic operator forming part of their

consortium or group of service providers.

In the case of tenders involving subcontracting, the tenderer proposed for award of the FWC must furnish, within the time-limit specified by the Agency and prior to the signature of the FWC, the declaration on their honour and/or the evidence listed above regarding exclusion criteria for participation in or award of the FWC, in respect of each of the subcontractors in respect of whom the Agency requests such evidence.

The Agency reserves the right to check the information provided by tenderers.

18. SELECTION CRITERIA

Tenderers must demonstrate that they have the necessary economic, financial, technical and professional capacity to perform the tasks described in these tender specifications in accordance with the payment schedule specified in the draft FWC at Annex III to the Invitation to Tender.

If any selection criterion is fulfilled by relying on the capacity of a third party (regardless of the link it has with the tenderer), the tenderer must prove to the contracting authority that it will have at its disposal the resources necessary for performance of the FWC by producing a commitment on the part of those entities to this effect.

If the tenderer relies on the capacity of a third party for economic and financial capacity, the contracting authority may require the third party to be jointly liable for performance of the FWC. If the tenderer relies on the capacity of a third party for technical and professional capacity, it can only do so for the tasks for which this particular capacity is required, for example by providing a document stating clearly the allocation of tasks between entities.

Tenderers must provide proof of their legal, economic and financial and technical and professional capacity by enclosing with their tender the following information and documents, accompanied by the reference table shown in Annex I.A to these tender specifications.

18.1. Legal capacity

- Duly completed and signed identification form (see Annex I.B to these tender specifications).
- Duly completed and signed financial identification form (see Annex I.D to these tender specifications) – the form can be downloaded from:
http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm.
- Duly completed and signed legal entity form (see Annex I.E to these tender specifications) – the form can be downloaded from:
http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm.
- Certificate of enrolment on the professional or trade register in accordance with the legislation of the Member State in which the tenderer is established.

18.2. Economic and financial capacity

Evidence of financial and economic capacity must be provided by means of the following documents:

- A statement of overall turnover during the last two (2) years. The turnover concerning the services covered by the FWC should amount to **at least EUR 200,000.00** for the last two (2) years combined.

Evidence to be provided: A statement of turnover concerning the services covered by the FWC during the last two (2) years.

18.3. Technical and professional capacity

Proof of the technical and professional capacity of the tenderers shall be furnished by the following documents and minimum requirements:

- The average annual manpower of at least thirty (30) excluding the managerial staff, over the last two (2) years.

Evidence to be provided: A statement of the average annual manpower, broken down by their status (e.g. web developer, web system administrator...) for 2016 and 2017 separately.

- The provision of services of the type as requested in this tender specifications for a total invoiced amount (i.e. total amount effectively invoiced to the client(s)) of **EUR 200,000.00** in the last two (2) years combined.

Evidence to be provided: Name(s) of client(s) stating whether the service was rendered to public or private clients, a description of services undertaken indicating the scope of the service, the price of the service, starting and ending date(s) of each project listed, total financial volume of the contract(s) effectively delivered in the last two (2) years combined.

- The team delivering the services shall include as a minimum **at least two (2) experts per each profile**. Each of the proposed experts must fulfil the all minimum levels of qualifications and professional experience applicable for a respective profile as described below.

Each member of the proposed team must have the following minimum levels of qualification and professional experience:

Team Leader and Project Manager:

- completed university studies of at least three (3) years attested by a diploma relevant to the scope of the services requested (e.g. computer science and computer engineering, communication, management, or any related field);
- at least five (5) years' professional experience in the field of management of electronic media and/or web development projects;
- at least five (5) years' professional experience in project management in the field of IT and/or websites implementation;
- very good command of the English language (at least level C1 according to the Common European Framework of Reference for Languages (CEFR)¹⁵).

¹⁵ <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>

Expert in the domain of web design activities:

- completed university studies of at least three (3) years attested by a diploma relevant to the scope of the services requested (e.g. computer science and computer engineering, communication, design, or any related field);
- at least three (3) years' professional experience covering at least one half of the following fields: website design, web interfaces, web interfaces on mobile devices, design imaging, animation and multimedia development;
- at least three (3) years' professional experience in providing technical support on web-platforms to end users;
- good command of the English language (at least level B2 according to CEFR).

Expert in the domain of web development:

- completed university studies of at least three (3) years attested by a diploma relevant to the scope of the services requested (e.g. computer science and computer engineering, mathematics, physics or any related field);
- at least three (3) years' professional experience covering at least one third of the following fields/topics: information architecture, interface design services, development experience on SharePoint designer, Visual Studio, InfoPath, SQL reporting services, ASP.Net, C#, C++, AJAX, JQuery, JSON, PHP, XML, HTML, Microsoft SQL server, Java and J2EE;
- at least three (3) years' professional experience in the development of web parts, templates, and/or complex web applications based on .NET framework and using functionalities of the Microsoft SharePoint 2013/2016 platform;
- at least three (3) years' professional experience in helpdesk and supporting users in the post development phase;
- good command of the English language (at least level B1 according to CEFR).

Expert in the domain of web system administration:

- completed university studies of at least three (3) years attested by a diploma relevant to the scope of the services requested (e.g. computer science and computer engineering, mathematics, physics, or any related field);
- at least three (3) years' professional experience covering half of the following technologies: system Windows administration Windows server systems, internet information services (IIS), Microsoft SharePoint 2013/2016, .NET, ASP.NET, Java, J2EE, PHP and Apache web server;
- at least three (3) years' professional experience in administration of at least half of the following technologies: SharePoint 2013 or later version, SQL server, Oracle Databases and Web Proxy system (e.g. Blue Coat, Apache based, or any other equivalent system, both hardware or software based);
- at least three (3) years' professional experience in components which constitute complex Web infrastructures covering at least half of the following technologies: Active Directory, network security devices, high availability configurations and load balancing configurations;
- at least three (3) years' professional experience in system administration of hardware and software infrastructures hosting critical web services (e.g. proxies and data bases, application servers on Linux and Microsoft i386 infrastructures);
- at least three (3) years' professional experience in first and second level support in administering on line and production platforms, in particular websites based on Microsoft software;
- good command of the English language (at least level B1 according to CEFR).

Evidence to be provided: The tenderer shall include Curricula Vitae (CVs)¹⁶ showing clearly their qualifications and professional experience within the relevant business area. The tenderer shall provide **at least two (2) CVs for each profile**, clearly indicating the profile on each CV.

18.4. Subcontracting

For those tenders including subcontracting, the tenderer must submit:

- A declaration of the tenderer, duly signed and dated, stating clearly the identity and roles of the subcontractor(s) as well as the description of the quality control measures the tenderer intends to apply on the tasks to be carried out by (each of) the subcontractor(s).
- A letter of intent by (each of) the subcontractor(s), duly signed and dated, stating the unambiguous undertaking to collaborate with the tenderer if the latter wins the FWC and the extent of the resources that it will put at the tenderer's disposal for the performance of the FWC.

In the **absence of subcontracting**:

- A declaration of the tenderer, duly signed and dated, stating he does not intend to subcontract and that he will inform the Agency about any change in this situation. The Agency reserves the right to judge if such change would be acceptable.

Offers involving subcontracting will be assessed as follows:

- Where the tenderer relies on the economic, financial, technical and professional capacity of the subcontractor(s) to meet the selection criteria, subcontractors shall be treated as if they were partners in a consortium or a group of companies for the purposes of the evaluation of the selection criteria, and therefore, they shall provide proof of economic, financial, technical and professional capacity as well.

18.5. Tenders submitted by a consortium or grouping of service providers

For those tenders submitted by a consortium or grouping of service providers, the tender must contain:

- A document stating clearly the composition and constitution of the grouping or similar entity (company/temporary association/...), or the legal form their cooperation will take, should they be awarded the FWC.
- A letter **dated and signed** by each member stating its commitment to execute the services in the tender clearly indicating its role, qualifications and experience.
- A document **dated and signed** by all members specifying the lead of the consortium or grouping of service providers and authorising the appointed lead of the consortium or grouping of service providers to submit the offer.

¹⁶ Preferably, in accordance with the European CV format:
<http://europass.cedefop.europa.eu/en/documents/curriculum-vitae/templates-instructions>

Joint tenders will be assessed as follows:

- The exclusion criteria will be assessed in relation to each company individually. The declaration on honour on exclusion criteria included in Annex I.C, duly signed and dated, stating that the tenderer is not in one of the exclusion situations, must be provided by each member of the consortium or the group.
- The selection criteria for economic and financial capacity will be assessed in relation to each company individually. However, economic and financial criteria that shall be achieved above a certain minimum threshold (i.e. annual turnover) will be assessed in relation to the consortium or group of companies as a whole.
- The selection criteria for technical and professional capacity will be assessed in relation to the consortium or group of companies as a whole.

Tenders which do not meet the exclusion criteria will not be considered. Tenders which do not meet the selection criteria will not be considered.

Tenderers who do not provide the documents required in these tender specifications with regard to the exclusion and/or selection criteria may be excluded.

The Agency will decide whether the substantiating documents provided constitute compliance with the exclusion and/or selection criteria.

19. TECHNICAL TENDER

Tenderers shall include in their offer a technical tender detailing how they intend to perform the tasks covered by the FWC, in compliance with all the requirements of these tender specifications. Tenders that fail to comply with this requirement will be rejected.

The technical tender should not include any of the documents referred to under the exclusion and/or selection criteria, nor should it refer to matters already covered by the exclusion and/or selection criteria.

Technical tender, in line with the requirements of services as described in these tender specifications, must include:

- A. A draft plan for a handover of the existing public Agency's websites (<https://www.acer.europa.eu>) from the existing Contractor. The proposal of max. ten (10) A4 pages shall include:
 - A.1. a description of the proposed activities needed to hand-over the current websites, based only on functionalities visible to the public, and excluding those functionalities which are available only to authenticated users. The description needs to include a brief title, the resources needed and their technical/organisational profiles as well as an estimated time for completing each activity;
 - A.2. a description of how the tenderer allocates resources and ensures the availability of his staff;
 - A.3. a description of how the tenderer deploys the project including timeline, resource planning and project management;

- A.4. a brief risk analysis and a proposed risk mitigation plan which may be encountered during the project plan execution.
- B. A proposal for the creation of a new multi-channel web interface with the purpose to increase engagement of visiting the Agency's web interface by end-users and to stimulate their interest in the Agency's tasks, in particular in those activities that benefit from stakeholders' involvement. The current website focuses on serving only html contents and does not fully benefit of video/audio and of more interactive/advanced communication channels.

The proposal shall include:

- B.1. a revision of the navigation menus and of the organisation of the thematic areas, including a suggestion to re-organise the topics in order to simplify reachability and usability of the content;
- B.2. an assessment of how contents in the webpage <https://www.acer.europa.eu/en/electricity/market-codes/capacity-allocation-and-congestion-management/implementation/pages/market-coupling-development.aspx> may be re-organised and arranged in new pages/templates. In addition, the assessment shall include strengths and weakness of the webpage:
- how the webpage may be re-organised and arranged in new pages/templates by re-arranging both the content and the structure, in order to better communicate the messages to the end users;
 - how the webpage may be improved (max. fifteen (15) A4 pages).
- C. A description of quality control measures applied and methodologies used for maintenance and development services for the websites (max. four (4) A4 pages). This shall include:
- Management of the quality of deliverables and services;
 - Evaluation of quality of deliverables and performance of services;
 - Management of non-compliance in respect to the quality standards (i.e. in the event of a major incident on one of the web-sited due to one of the deliverables).
- D. Two (2) graphic mock-ups related to the activities of this tender, printed on colour paper and on the CD-ROM in .gif or .jpg format. Each mock-up shall include the home page and at least two (2) sub-pages. Each mock-up shall be accompanied by details on embedded dynamic objects.
- E. A summary of max. one (1) A4 page of at least three (3) major weaknesses of the Agency's current website at <https://www.acer.europa.eu/> from the perspective of an energy consumer and at least three (3) major weaknesses from the perspective of a visitor with a specific market energy expertise (i.e. NRA).

20. AWARD CRITERIA

The FWC(s) will be awarded to the tender(s) offering the best value for money on the basis of the criteria specified below.

20.1. Technical quality, with 60 % weighting

Tenders scoring less than 60 overall points will be excluded from further evaluation. Tenders scoring less than 60% of the points awarded for each of the single criterion will be excluded from further evaluation.

The technical quality criteria, their importance factor and system of scoring are presented in detail below:

| No | Technical quality criteria | Maximum points available | Threshold |
|-----------|--|--------------------------|-----------|
| A1 | Relevance and comprehensiveness of the proposed activities (as described under point 19.A1). | 8 | 4.80 |
| A2 | Relevance and completeness of the description of how the tenderer allocates resources and ensures the availability of his staff (as described under point 19.A2). | 3 | 1.80 |
| A3 | Relevance and adequacy of the description of how the tenderer deploys the project including timeline, resource planning and project management (as described under point 19.A3). | 3 | 1.80 |
| A4 | Relevance and comprehensiveness of the proposed description of the risks, which may be encountered during the project plan execution (as described under point 19.A4). | 6 | 3.60 |
| B1 | Relevance and comprehensiveness of the proposed navigation menus and of the organisation of the thematic areas (as described under point 19.B1). | 10 | 6.00 |
| B2 | Relevance and adequacy of the assessment of the webpage (as described under point 19.B2). | 10 | 6.00 |
| C | Relevance and comprehensiveness of the description of quality control measures applied and methodologies used for maintenance and development services for the websites (as described under point 19.C). | 20 | 12.00 |
| D | Relevance of the graphic mock-ups (as described under point 19.D). | 20 | 12.00 |
| E | Relevance and comprehensiveness of the summary of weaknesses (as described under point 19.E). | 20 | 12.00 |
| | OVERALL SCORE | 100 | |

20.2. Price, with 40 % weighting

In order to evaluate the offers, the Agency will calculate a total reference price, based on the financial offer submitted by the tenderer in Annex II to the invitation to tender.

The total reference price has no contractual value and will be used solely for the purpose of the evaluation.

IMPORTANT:

The unit prices quoted shall include all services as described in Section 4, including any charges and administrative costs (such as but not limited to backstopping costs, insurance, reports, communication costs, any travel and/or subsistence expenses, etc.), technical equipment as well as deliverables needed to perform the tasks and shall specify the cost of person/day per expert as indicated in the table below.

Formula for calculating the total reference price:

| | TEAM MEMBER | All-inclusive price per unit in EUR without VAT | UNIT | MULTIPLIER COEFFICIENT | VALUE |
|---|--|--|-------------|-------------------------------|------------------|
| A | B | C | D | E | F = C * E |
| 1. | Team Leader and Project Manager (working off-site) | | person/day | 10 | |
| 2. | Team Leader and Project Manager (working on site) | | person/day | 5 | |
| 3. | Expert in the domain of web design activities (working off-site) | | person/day | 20 | |
| 4. | Expert in the domain of web design activities (working on site) | | person/day | 0 | |
| 5. | Expert in the domain of web development (working off-site) | | person/day | 200 | |
| 6. | Expert in the domain of web development (working on site) | | person/day | 0 | |
| 7. | Expert in the domain of web system administration (working off-site) | | person/day | 30 | |
| 8. | Expert in the domain of web system administration (working on site) | | person/day | 10 | |
| TOTAL REFERENCE PRICE = VALUES 1 + 2 + 3 + 4 + 5 + 6 + 7 + 8 | | | | | |

20.3. Final evaluation

The FWC(s) will be awarded to the tenderer(s) who submitted the economically most advantageous offer(s), according to the following formula:

$$\text{Final score for tender X} = \frac{\text{cheapest total reference}}{\text{total reference price of tender X}} * 40 + \frac{\text{total technical quality of tenderer X}}{100} * 60$$

Tenderers will be ranked according to the criterion of the economically most advantageous tender, i.e. starting from the tender achieving the highest final score (technical quality/price combination), obtained on the basis of the formula indicated above.

Provided that there is a sufficient number of admissible tenders (those that satisfy the exclusion and selection criteria) that satisfy the award criteria, the FWC(s) will be awarded to a maximum of three (3) tenderers who have obtained the highest scores.

When the number of admissible tenders is lower than two (2), the Agency reserves the right to assess the risk linked to the security of supply, and may decide to cancel the procedure or sign a single FWC instead of a cascade.

Tenders will be entitled to be consulted for each specific request for services, via the cascade (see point 10.1) according to their ranking: the tenderer with the highest mark for the final score will be proposed as the FIRST Contractor in the cascade; the tenderer with the second highest mark for the final score will be proposed as the SECOND Contractor in the cascade and the tenderer with the third highest mark for the final score will be proposed as the THIRD Contractor in the cascade.